

**GUARANTY OF FINANCIAL RESPONSIBILITY**  
**FOR OIL SPILL RESPONSE AND DAMAGES**

(Government Code Section 8670.37.51, et seq.)

1. \_\_\_\_\_  
*(name of owner or operator of vessel or marine facility)*

whose address for service is \_\_\_\_\_

\_\_\_\_\_  
*(address of owner or operator of vessel or marine facility)*  
is the owner or operator of the \_\_\_\_\_ (insert either: "vessels" or "marine facilities") specified in the attached schedule, and desires to establish financial responsibility in accordance with Article 5.5 (commencing with Section 8670.37.51) of Chapter 7.4 of Division 1 of Title 2 of the Government Code, and Title 14, California Code of Regulations, Subdivision 4 (Section 790, et seq.) (the "Regulations").

2. For valuable consideration, \_\_\_\_\_,  
*(name of guarantor)*

a(n) \_\_\_\_\_ [if applicable insert:  
*(insert individual or type of business entity)*

organized under the laws of the State of \_\_\_\_\_], whose address for

service is \_\_\_\_\_  
agrees, subject to the provisions of this guaranty, to discharge the owner or operator's legal liability with respect to any claim arising under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act (Act), for cleanup and damages as specified in California Government Code, Section 8670.56.5, resulting from oil spilled or discharged in or on California marine waters, or spills that could impact California marine waters, where the herein named owner or operator is determined to be a responsible party, for which payment guarantor(s) jointly and severally bind(s) (themselves if more than one guarantor), the owner or operator, and any successors and assigns of each firmly by these presents.

3. The guarantor's liability under this guaranty does not exceed \$\_\_\_\_\_ for any incident or incidents.

4. Guarantor's liability attaches upon receiving notice from the Administrator of the Department of Fish and Game's Office of Spill Prevention and Response (the "Administrator") that the owner or operator is a responsible party with respect to a spill or discharge of oil, as specified in paragraph 2, and has failed to pay or perform pursuant to existing law.

5. The guarantor complies with the self-insurance provisions set forth in Section 795(b) of the Regulations, has provided the Administrator evidence of the guarantor's financial responsibility sufficient to fulfill this and all other guaranties of financial responsibility issued under these regulations, and hereby agrees to notify the Administrator by certified mail within five (5) business days if, at any time, the guarantor fails to meet the self-insurance test criteria.

6. The guarantor agrees to notify the Administrator by certified mail, of any proceeding in bankruptcy, voluntary or involuntary, naming guarantor as a debtor,

within five (5) business days after commencement of the proceedings.

7. Any claim for which liability may be lawfully established pursuant to the Act against the owner or operator as a responsible party may be asserted directly by the Administrator against the guarantor. Except in circumstances where the guarantor itself is a responsible party, the guarantor's liability shall not exceed the amount of this guaranty.

8. During the effective period of this continuing guaranty, if the owner or operator named herein requests that a marine facility or vessel owned or operated by the herein named owner or operator, and not specified in the attached schedule, become the subject of this guaranty, and if the inclusion of that vessel or marine facility does not increase the required amount of this guaranty, then that vessel or marine facility is considered to be subject to this guaranty.

9. Guarantor agrees to remain bound under this continuing guaranty for so long as the owner or operator named herein must comply with the financial responsibility requirements of the Regulations for the vessels or marine facilities listed in the attached schedule, except that the guarantor may terminate this guaranty at any time prior to the expiration date set forth below by notifying the Administrator in writing. The termination date shall be thirty (30) days after written notice that the guarantor has elected to terminate the guaranty and has so notified the herein named owner or operator, is received by the Administrator, as evidenced by a United States Postal return receipt. With respect to any vessels covered by the guaranty which are carrying oil in bulk as cargo and which were loaded prior to the termination date, termination shall not take effect earlier than thirty (30) days from the receipt by the Administrator of the notice prescribed above and furthermore not until either a) completion of the discharge of such cargo; b) until sixty (60) days after the receipt of the prescribed notice by the Administrator, whichever is earlier; or c) guarantor provides other evidence of financial responsibility acceptable to the Administrator.

10. If the guarantor is not the parent corporation of the owner or operator named in paragraph 1 of this guaranty, any and all payments hereunder shall be deposited into the standby trust fund established in accordance with Title 14, Subdivision 4, California Code of Regulations, Section 795(e)(6), unless otherwise directed by the Administrator.

If the guarantor is the parent corporation of the owner or operator, then payments made under the terms of this guaranty shall be made as directed by the Administrator.

11. [This guaranty expires on \_\_\_\_\_] or [This guaranty shall be continuing.]

12. This guaranty shall be subject to and governed by the laws of the State of California.

13. This guaranty is executed by the guarantor to comply with the provisions of Article 5.5 (commencing with Section 8670.37.51) of Chapter 7.4 of Division 1 of Title 2 of the Government Code, and Title 14, California Code of Regulations, Section 790, et seq., and said guaranty shall be subject to all of the terms and provisions thereof.

14. The guarantor designates \_\_\_\_\_

\_\_\_\_\_ with offices at \_\_\_\_\_

\_\_\_\_\_, California, as the guarantor's agent in the State of California for service of process for purposes of the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act.

Effective Date: \_\_\_\_\_  
(month/day/year and place of execution)

*Typed name and address of guarantor:*

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that (insert either: "I have executed the foregoing guaranty under an unrevoked power of attorney" or "I am an officer or director of guarantor with authority to bind guarantor to this agreement and I have executed the foregoing bond under such authority under the laws of the State of California").

Executed at \_\_\_\_\_, on \_\_\_\_\_  
(city and state) (date)

\_\_\_\_\_  
Signature of attorney-in-fact for guarantor  
(or officer or director of guarantor)

Printed or typed name of attorney-in-fact for guarantor  
(or name and title of officer or director of guarantor):

**AFFIX CORPORATE SEAL (if applicable)**

(If person signing on behalf of guarantor is not guarantor's attorney-in-fact, include title and resolution of the Board of Directors giving signer authority to bind corporate guarantor.)

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me \_\_\_\_\_,  
(date) (name, title of officer - e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
(name of signer)  
[personally known to me] - or - [proved to me on the basis of satisfactory evidence]  
to be the person whose name is subscribed to this instrument and acknowledged to me  
that he/she executed it in his/her authorized capacity, and that by his/her  
signature on this instrument the person, or entity upon behalf of which the person  
acted, executed the instrument.

Witness my hand and official seal.

[Notarial Seal]

\_\_\_\_\_  
(signature of notary)

Notary Public for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_, 19\_\_

### SCHEDULE OF VESSELS OR FACILITIES

Type of Vessel or Facility	Name of Vessel or Facility	Home Port of Vessel or Location of Facility
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(if more space is needed, attach a separate sheet)